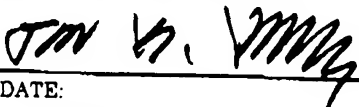


APPLICATION FOR UNITED STATES PATENT

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I declare that my residence, post office address and citizenship are as stated below next to my name; that I verily believe that I am the original, first and sole inventor if only one name is listed below, or an original, first and joint inventor if plural inventors are named below, of the subject matter which is claimed and for which a patent is sought on the invention entitled as set forth below, which is described in the attached specification; that I have reviewed and understand the contents of the specification, including the claims, as amended by any amendment specifically referred to in the oath or declaration; that no application for patent or inventor's certificate on this invention has been filed by me or my legal representatives or assigns in any country foreign to the United States of America; and that I acknowledge my duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, section 1.56(a);

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

TITLE OF INVENTION: A METHOD AND SYSTEM FOR ILLUSTRATING SOUND AND TEXT		
POWER OF ATTORNEY: I HEREBY APPOINT THE FOLLOWING ATTORNEYS TO PROSECUTE THIS APPLICATION AND TRANSACT ALL BUSINESS IN THE PATENT AND TRADEMARK OFFICE CONNECTED THEREWITH Arthur I. Navarro, Reg. No. 40,744 Gary C. Honeycutt, Reg. No. 20,250		
SEND CORRESPONDENCE TO: Arthur I. Navarro Navarro IP Law Group, 801 E. Campbell Rd., Suite 655 Richardson, Texas 75081		DIRECT TELEPHONE CALLS TO: Arthur I. Navarro (972) 238-7160
NAME OF INVENTOR: (1) Jin K. Song	NAME OF INVENTOR: (2)	NAME OF INVENTOR: (3)
RESIDENCE (City and State Only) Bedford, Texas	RESIDENCE (City and State Only)	RESIDENCE (City and State Only)
POST OFFICE ADDRESS 2316 Woodfield Way Bedford, Texas 76021	POST OFFICE ADDRESS	POST OFFICE ADDRESS
COUNTRY OF CITIZENSHIP: U S A	COUNTRY OF CITIZENSHIP:	COUNTRY OF CITIZENSHIP:
SIGNATURE OF INVENTOR: 	SIGNATURE OF INVENTOR:	SIGNATURE OF INVENTOR:
DATE: 3-10-2000	DATE:	DATE:



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 15, 2004

PTAS
LERNER DAVID LITTENBERG, ET AL.
JOHN P. MALDJIAN
600 SOUTH AVENUE WEST
WESTFIELD, NJ 07090



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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/11/2003

REEL/FRAME: 014258/0870
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
SONG, JIN K.

DOC DATE: 05/09/2003

ASSIGNEE:
PIL, L.L.C.
7373 NORTH CICERO AVENUE
LINCOLNWOOD, ILLINOIS 60712

SERIAL NUMBER: 09557644
PATENT NUMBER:

FILING DATE: 04/25/2000
ISSUE DATE:

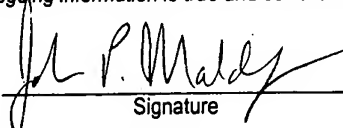
SHARON LATIMER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): Jin K. Song Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>PIL, L.L.C.</u> Internal Address: _____ Street Address: <u>7373 North Cicero Avenue</u> City: <u>Lincolnwood</u> State: <u>IL</u> Zip: <u>60712</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>May 9, 2003</u>	4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the new application is: _____ A. Patent Application No.(s): <u>10/309,549</u> B. Patent No.(s): _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>John P. Maldjian</u> <u>LERNER, DAVID, LITTENBERG, KRUMHOLZ & MENTLIK, LLP</u> Street Address: <u>600 South Avenue West</u> City: <u>Westfield</u> State: <u>NJ</u> Zip: <u>07090</u>	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: <u>12-1095</u> (Attach duplicate copy of this page if paying by deposit account)
DO NOT USE THIS SPACE	
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="text-align: center;">John P. Maldjian Name of Person Signing</div><div style="text-align: center;"> Signature</div><div style="text-align: center;">July 9, 2003 Date</div></div> Total number of pages including cover sheet, attachments, and documents: <u>6</u>	

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT, dated as of May 9, 2003 ("Patent Assignment"), is between Story Reader, Inc., a Texas Corporation and Jin K. Song, individually (collectively "Assignors"), and PIL, L.L.C. a Delaware corporation ("Assignee"). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined in *Recital A* below).

RECITALS

A. Concurrent herewith Assignors and Assignee are entering into that certain Asset Purchase Agreement dated May 9, 2003 (the "Asset Purchase Agreement") relating to the purchase and sale of Purchased Assets.

B. This Assignment is being executed and delivered pursuant to the Asset Purchase Agreement whereby the Assignors are assigning all of their right, title, and interest in and to any and all registered patents and pending patent applications including, without limitation, all other proprietary, industrial and invention rights of any type or nature and all copies and tangible embodiments of the foregoing relating to the Business in the United States and all Other Nations (as both such terms are defined in Section 1 below) that constitute the Purchased Assets, including, without limitation, the patents set forth on *Exhibit A* attached hereto and by this reference incorporated herein (collectively, "Purchased Patent Assets").

CLAUSES

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which Assignors specifically acknowledge, Assignors assign, transfer and sell the Purchased Patent Assets to Assignee and the parties further agree as follows:

1. **Governmental Authority Definitions.** For purposes of this Patent Assignment, the following terms will have the following meanings: (i) the term "United States" will mean the United States of America, and all geographical territories and subdivisions of the United States of America; (ii) the term "Other Nations" will mean each country, principality or other independent territory and each subdivision thereof, which is not a part of the United States; (iii) the term "Supra-National Authority" will mean the European Union, the United Nations, the World Court, the World Intellectual Property Organization, the Commonwealth, the North Atlantic Treaty Organization, the General Agreement on Tariffs and Trade, the Berne Convention, the North American Free Trade Agreement and all other multi-national authorities or treaties which have or may have from time to time jurisdiction over any of the parties to or any performance under this Agreement; and (iv) the term "Governmental Authority" will mean any subdivision, agency, branch, court, administrative body, legislative body, judicial body, alternative dispute resolution authority or other governmental institution of (A) the United States, (B) any state, municipality, county, parish, subdivision or territory of the United States, (C) all Other Nations, (D) any state, territory, county, province, municipality, parish or other subdivision of any Other Nations, and (E) all Supra-National Authorities.

2. **Assignment of Purchased Patent Assets.** Through this instrument and effective as of the Closing, Assignee purchases and Assignors transfer, assign and convey to Assignee, all of the Purchased Patent Assets. All of the Purchased Patent Assets shall be conveyed to Assignee on the Closing free and clear of all liens, titles, claims, encumbrances, charges, security interests or other interests of any nature or type or other restrictions whatsoever.

3. **Grant of Rights to Purchased Patent Assets.** Assignors grant, convey, transfer, alienate and assign to Assignee, for and throughout the United States and all Other Nations, Assignors' right, title and interest (legal, equitable, use and otherwise) in and to the Purchased Patent Assets, including but not limited to (i) the right to record the assignments made under this Patent Assignment in the United States Patent and Trademark Office and in any other public offices of any Governmental Authority throughout the world; (ii) the right to sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iii) rights to distribute, copy, reproduce, display, rent, lend, lease, license and preclude others from using the Purchased Patent Assets in all media (now or subsequently existing) and languages (human or computer).

4. **No Retained Rights.** The parties specifically agree that Assignors are not retaining any ownership, copyright, trademark, patent or other intellectual property right or any right, title or interest whatsoever in the Purchased Patent Assets, and upon execution, this Patent Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Purchased Patent Assets, whether currently existing or arising or recognized in the future to Assignee. Assignors further acknowledge and agree that the Purchased Patent Assets constitute the sole and exclusive property of Assignee.

5. **Further Instruments.** Assignors shall execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Purchased Patent Assets as set forth in this Patent Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Patent Assignment in any public office or Governmental Authority, or otherwise to give notice or evidence of Assignee's exclusive rights to the Purchased Patent Assets and all claims or rights thereunder.

6. **Authorization.** In addition to the representations and warranties of the Assignors set forth in Section 4 of the Asset Purchase Agreement and subject to Section 9.2 of the Asset Purchase Agreement, Assignors represent and warrant that they have full power and authority: (i) to enter into this Patent Assignment; (ii) to grant to Assignee all rights in and to the Purchased Patent Assets; and (iii) to perform all of its obligations under this Patent Assignment. Assignors further represent and warrant that they have taken all corporate actions necessary to authorize the preceding.

7. **Notices.** All notices concerning this Patent Assignment shall be given in writing in accordance with the Asset Purchase Agreement.

8. **Binding Effect.** This Patent Assignment shall be binding upon and inure to the benefit of Assignee and Assignors as well as their respective successors. The terms of this Patent Assignment shall govern if there is any conflict between this Patent Assignment and any other written instrument which concerns or affects the subject matter of this Patent Assignment.

9. **Complete Understanding.** This Patent Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Patent Assignment's provisions shall be valid unless made in a written instrument which both parties sign. This Patent Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Patent Assignment.

10. **Applicable Law.** The laws of the state of Illinois (without regard to its conflicts of law principles) will govern all aspects of this Patent Assignment, irrespective of the fact that one of the parties now is or may become a resident of a different state or country. The parties acknowledge the aforesaid courts will have exclusive jurisdiction over this Patent Assignment, and specifically waive any claims which they may have that involve jurisdiction or venue, including but not limited to forum non conveniens. Service of process for any claim which arises under this Patent Assignment shall be valid if made in accordance with the notice provisions set forth in Section 7 above. If service of process is made as aforesaid, the party served agrees that such service shall constitute valid service, and specifically waives any objections the party served may have under any state or federal law or rule concerning service of process. Service of process in accordance with this Section shall be in addition to and not to the exclusion of any other service of process method legally available.

11. **Severability.** If a court of competent jurisdiction holds that any one or more of this Patent Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any of this Patent Assignment's other provisions, and this Patent Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

12. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Patent Assignment or granted pursuant to any breach or default under this Patent Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Patent Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Patent Assignment by and through their duly authorized officers as of the Closing.

ASSIGNOR:

STORY READER, INC.,
a Texas corporation

By: [Signature]
Its: PRESIDENT

ASSIGNOR:

JIN K. SONG
individually

[Signature]

ASSIGNEE:

PIL, L.L.C.,
a Delaware limited liability company

By: _____
Its: _____

10. **Applicable Law.** The laws of the state of Illinois (without regard to its conflicts of law principles) will govern all aspects of this Patent Assignment, irrespective of the fact that one of the parties now is or may become a resident of a different state or country. The parties acknowledge the aforesaid courts will have exclusive jurisdiction over this Patent Assignment, and specifically waive any claims which they may have that involve jurisdiction or venue, including but not limited to forum non conveniens. Service of process for any claim which arises under this Patent Assignment shall be valid if made in accordance with the notice provisions set forth in Section 7 above. If service of process is made as aforesaid, the party served agrees that such service shall constitute valid service, and specifically waives any objections the party served may have under any state or federal law or rule concerning service of process. Service of process in accordance with this Section shall be in addition to and not to the exclusion of any other service of process method legally available.

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ASSIGNOR:

STORY READER, INC.,
a Texas corporation

By: _____
Its: _____

ASSIGNOR:

JIN K. SONG
individually

ASSIGNEE:

PIL, L.L.C.,
a Delaware limited liability company

By: Richard A. Madheli
Its: President